

MAINTENANCE AGREEMENT

ARIZONA PROJECT LSF-022-4(14)

Jan 72

THIS AGREEMENT, made and entered into by and between the STATE OF ARIZONA, acting by and through its State Highway Department, as party of the first part, and the CITY OF SAFFORD, as party of the second part,

WITNESSETH:

WHEREAS, it is to the mutual advantage of the ARIZONA HIGHWAY DEPARTMENT and the CITY OF SAFFORD to landscape certain areas within the Highway right of way U. S. Route 70, beginning at Roadway Station 4319+00 and extending easterly to Roadway Station 4406+00, a distance of approximately 1.64 miles.

NOW, THEREFORE, it is hereby mutually agreed by and between the CITY OF SAFFORD and the STATE OF ARIZONA, acting by and through its State Highway Department, as follows:

1. The HIGHWAY DEPARTMENT will prepare plans for landscaping and the installation of irrigation system at no cost to the CITY.
2. The HIGHWAY DEPARTMENT will furnish and install the irrigation system, plant shrubs and plants and other work as detailed on the plans at no cost to the CITY.
3. The CITY, per prior agreement, at no expense to the HIGHWAY DEPARTMENT, will construct water lines from the city's main lines to the median islands at the locations indicated on the plans and will furnish water meters and water meter boxes and covers as per their requirements.
4. The CITY, per signed agreement, at no expense to the HIGHWAY DEPARTMENT, will furnish irrigation water to maintain the plant material and irrigation system during construction, the six months' establishment period and thereafter.
5. The CITY, at no expense to the HIGHWAY DEPARTMENT, will maintain the irrigation system, plant material and other appurtenances after all work under the contract has been completed and accepted.

6. The undersigned parties certify that they have obtained prior approval and are duly authorized to execute this agreement.

The CITY hereby agrees to save and hold harmless the STATE, or any of its departments, agencies, officers or employees from all cost and damage it, she, he or they incur and from any other damage to any person or property, whatsoever, which is caused by any activity, condition, or event, arising out of the CITY's, any one of its agents', or any one of its independent contractors' performing or failing to perform any provision of this agreement. The above cost incurred by the STATE or any of its departments, agencies, or employees shall include in the event of an action, court costs, expenses of litigation and a reasonable attorney's fee. When any above cost, damage, or other damage occurs as aforesaid, the CITY assumes the burden of proof that the above activity, condition, or event did not cause such cost, damage, or other damage.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the CITY OF SAFFORD on the 19th day of June, 1972 and the STATE OF ARIZONA, acting by and through its State Highway Department, on the 28th day of June, 1972. This agreement shall become effective ten (10) days after its filing with the Secretary of State.

ATTEST:

CITY OF SAFFORD

Mildred Russell

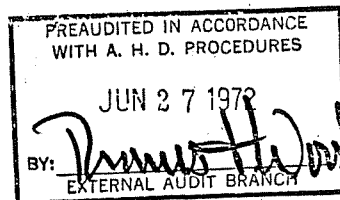
By

Mildred Russell

STATE OF ARIZONA, by and through the
ARIZONA HIGHWAY DEPARTMENT

By

Francis J. Lynn Jr.
For Chief Deputy State Engineer



APPROVED AS TO FORM

Al Morrison
Assistant Attorney General
Attorney for Arizona Highway
Department